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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES

UNCANNY VALLEY PRODUCTIONS,  
LLC, a New York limited liability  
company,

Plaintiff,

v.

BRIAN INGALLS, an individual, dba  
BIG IRON METAL WORKS,

Defendant.

Case No: 5:18-cv-00778-CAS (KKx)

**ORDER EFFECTUATING  
PRELIMINARY INJUNCTION**

**[TRANSFER AND STORAGE OF  
THE SUBJECT ARTWORK]**

Date: July 2, 2018

Time: 10:00 a.m.

Place: Courtroom 8

The Honorable Christina A. Snyder

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Plaintiff Uncanny Valley Productions, LLC (“UVP”) requested a preliminary injunction by which the ARTWORK (defined below) would be removed from the possession of Defendant Brian Ingalls (“Mr. Ingalls”) and placed in the care and custody of a third-party until further order of this Court. This matter came before this Court as scheduled on Monday, July 2, 2018, at 10:00 a.m. in the above-referenced courtroom. UVP appeared through counsel, Richard O’Hare. Mr. Ingalls made no appearance.

The Court found good cause to issue the preliminary injunction and issued its order granting same on July 2, 2018, by Civil Minutes [ECF 31].

1 The ARTWORK referred to herein is defined as the artwork described in the  
2 Complaint in this matter, specifically the four tree sculptures and their  
3 accompanying electronics that were not already delivered to UVP and that are, per  
4 Mr. Ingalls' declaration to this Court [ECF 20, see ¶7; ECF 26], in his possession,  
5 custody and/or control.

6 As part of the Court's July 2, 2018, order granting the preliminary  
7 injunction, the Court ordered UVP to name an appropriate storage facility and  
8 submit proposed instructions to the storage facility requiring Court approval before  
9 the sculptures are released to either party.

10 This order is to effectuate the preliminary injunction and, good cause  
11 appearing therefor, it is therefore ordered as follows:

12 (1) Within three days of this order, Mr. Ingalls shall inform UVP's counsel  
13 of the exact location of the ARTWORK, namely the street address and general  
14 location within such address (such as "Storage Bay 4" or "NW corner of  
15 building"). If the ARTWORK is stored in more than one location, Mr. Ingalls  
16 shall inform UVP's counsel of the location of each portion of the ARTWORK.  
17 For purposes of notification for this paragraph, Mr. Ingalls shall notify UVP's  
18 counsel via email at rohare@cmprlaw.com with copy to eherrera@cmprlaw.com.

19 (2) The ARTWORK shall be transferred out of Mr. Ingalls' possession,  
20 custody and control by art movers, namely:

21 Command Relocation Systems  
22 72050 Varner Road  
23 Thousand Palms, CA 92276  
Phone: (800) 826-0437

24 Such transfer shall be at the earliest possible date on which Command Relocation  
25 Systems can schedule such transfer. UVP's counsel shall notify Mr. Ingalls of the  
26 expected date and time of Command Relocation Systems' arrival for the transfer of  
27 the ARTWORK via email to Mr. Ingalls at the following email address:

28 Brian.Ingalls007@gmail.com. Unless otherwise agreed on by the parties, such

1 date and time shall be typical working hours, namely Monday - Friday, 9:00 a.m. -  
2 5:00 p.m. UVP shall pay for the cost of transfer.

3 (3) Command Relocation Systems shall transfer the ARTWORK to a third-  
4 party storage facility, namely:

5 Merit Moving Systems United  
6 5655 Dolly Ave  
7 Buena Park, CA 90621

8 The cost of storage shall be paid by UVP.

9 (4) Merit Moving Systems United shall store the ARTWORK so that it  
10 remains in the same or better condition in which it arrived.

11 (5) If UVP elects, it may insure the ARTWORK during the time of its  
12 storage at Merit Moving Systems United.

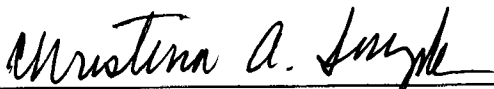
13 (6) Merit Moving Systems United shall not allow removal of the  
14 ARTWORK, or any portion of the ARTWORK, from its premises without further  
15 order of this Court.

16 (7) Upon at least 72-hour email notice to the other party, any party to this  
17 action may view and inspect the ARTWORK during regular business hours  
18 (Monday - Friday, 9:00 a.m. - 5:00 p.m.) while the ARTWORK is in the  
19 possession of Merit Moving Systems United, as long as there is contemporaneous  
20 supervision of such viewing and inspection by a representative of Merit Moving  
21 Systems United and, if desired, a representative of the other party. The viewing  
22 and inspection under this paragraph shall not alter, destroy, discolor, repair or in  
23 any way modify the ARTWORK from the condition in which it arrived at Merit  
24 Moving Systems United without further order of this Court. The parties may take  
25 photographs of the ARTWORK during such viewing and inspection. ~~Any cost~~  
26 ~~imposed by Merit Moving Systems United for the viewing and inspection~~  
27 ~~contemplated in this paragraph will be borne by the party requesting the viewing~~  
28 ~~and inspection, except that the non-requesting party shall bear all costs related to~~

1 ~~his or its presence at such viewing and inspection.~~ For purposes of notice under  
2 this paragraph, Mr. Ingalls is to be notified at Brian.Ingalls007@gmail.com, and  
3 UVP is to be notified through counsel at rohare@cmprlaw.com with copy to  
4 eherrera@cmprlaw.com.

5 IT IS HEREBY ORDERED.

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7 Dated: July 23, 2018

  
The Honorable Christina A. Snyder  
Judge of the United States District Court